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8
9 UNITED STATES DISTRICT COURT FOR THE

10 NORTHERN DISTRICT OF CALIFORNIA

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12
13 ADAM ELGINDY and JULIANNE
14 CHUANROONG, on behalf of themselves, the
15 general public, and those similarly situated,

16 Plaintiffs,

17 v.
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19 AGA SERVICE COMPANY (d/b/a ALLIANZ
20 GLOBAL ASSISTANCE), JEFFERSON
21 INSURANCE COMPANY, and BCS
22 INSURANCE COMPANY,

23 Defendants.
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CASE NO.

**CLASS ACTION COMPLAINT FOR
UNFAIR BUSINESS PRACTICES;
FALSE ADVERTISING; AND FRAUD,
DECEIT, AND/OR MISREPRESEN-
TATION**

JURY TRIAL DEMANDED

INTRODUCTION

2 1. Plaintiffs Adam Elgindy and Julianne Chuanroong, by and through their counsel,
3 bring this class action against Defendants AGA Service Co. d/b/a Allianz Global Assistance
4 (“AGA” or “Allianz”), Jefferson Insurance Company (“Jefferson”), and BCS Insurance Company
5 (“BCS”) (collectively, “Defendants”) to seek redress for Defendants’ unlawful, unfair, and
6 deceptive practices relating to their online marketing and sale of insurance policies on the
7 checkout pages of ticketing and travel websites.

8 2. This is a case about Defendants' longstanding practice of charging consumers with
9 hidden fees. On major event and travel websites, including ticketmaster.com and the websites of
10 the major airlines, Defendants purport to make a straightforward offer to consumers: insurance
11 for the event tickets and travel arrangements consumers purchase on those websites. However,
12 Defendants secretly and unfairly charge unsuspecting consumers additional fees, *on top of the*
13 *calculated premium*, without disclosing that they are charging those fees. In places other than the
14 checkout screens where the transactions occur, Defendants try to justify those fees by
15 representing that the fees are for a supposed assistance service. That service purports to allow
16 insureds to spend time on the telephone with AGA's customer service representatives to request
17 information about various topics, such as directions, weather, restaurants, hotels, new travel
18 arrangements, and possibly medical needs. But consumers are unaware of any such service and
19 they do not want it; and they certainly do not want to pay what Defendants charge for it.

20 3. Under California law, an appointed agent such as AGA is not permitted to collect a
21 fee for services constituting or arising out of the transaction of insurance. In the end, the
22 assistance service is a sham and a pretext to collect illegal fees at the expense of millions of
23 consumers.

24 4. Plaintiffs bring this action on behalf of themselves, the general public, and classes
25 of similarly situated individuals, seeking a judgment against Defendants that would, among other
26 things: (1) prohibit Defendants from charging mandatory and/or undisclosed fees (in addition to
27 premiums) for AGA's role (whether purportedly for "assistance" services or otherwise) in
28 connection with the insurance purchases; (2) require Defendants to plainly and truthfully disclose

1 all premiums, fees, and charges to consumers prior to their online purchase of insurance; and
 2 (3) require Defendants to pay restitution or damages to Plaintiffs and class members.

3 **PARTIES**

4 5. Adam Elgindy is, and at all times alleged herein was, an individual and a resident
 5 of Carlsbad, California.

6 6. Julianne Chuanroong is, and at all times alleged herein was, an individual and a
 7 resident of San Francisco, California.

8 7. Defendant AGA Services Co. d/b/a Allianz Global Assistance (“AGA”) is a
 9 Virginia corporation headquartered in Richmond, Virginia. AGA maintains its principal place of
 10 business at 9950 Mayland Drive, Richmond, VA 23233. AGA is an affiliate of Jefferson and
 11 AGA is Jefferson’s registered agent and registered administrator for insurance business transacted
 12 in or issued in California. AGA is BCS’s registered agent and registered administrator for
 13 insurance business transacted in or issued in California. AGA has substantial contacts with and
 14 receives substantial benefits and income from California and throughout the United States.

15 8. Defendant Jefferson Insurance Company is a New York corporation headquartered
 16 in Richmond, Virginia. Jefferson maintains its principal place of business at 9950 Mayland Drive,
 17 Richmond, VA 23233. Jefferson underwrites some of the insurance policies at issue in this
 18 lawsuit. Jefferson, directly and through its agents, has substantial contacts with and receives
 19 substantial benefits and income from California and throughout the United States.

20 9. Defendant BCS Insurance Company is an Ohio corporation headquartered in
 21 Oakbrook Terrace, Illinois. BCS maintains its principal place of business at 2 Mid America Plaza
 22 Suite 200, Oakbrook Terrace, Illinois 60181. BCS underwrites some of the insurance policies at
 23 issue in this lawsuit. BCS, directly and through its agents, has substantial contacts with and
 24 receives substantial benefits and income from California and throughout the United States.

25 10. AGA, Jefferson, and BCS are referred to collectively herein as “Defendants.”

26 11. With respect to the allegations herein, AGA acted as the agent of Jefferson or BCS
 27 and, in doing the things herein alleged, was acting within the scope and course of its authority as
 28 such agent.

1 12. With respect to the allegations herein concerning policies underwritten by
2 Jefferson: (a) the acts and omissions of each of AGA and Jefferson concurred and contributed to
3 the various acts and omissions of each other in proximately causing the injuries and damages as
4 herein alleged; (b) AGA and Jefferson each aided and abetted the acts and omissions of each
5 other in proximately causing the damages, and other injuries, as herein alleged; (c) AGA and
6 Jefferson each ratified each and every act or omission complained of herein; and (d) AGA and
7 Jefferson were each a member of, and engaged in, a joint venture, partnership and common
8 enterprise, and acting within the course and scope of, and in pursuance of, said joint venture,
9 partnership and common enterprise.

10 13. With respect to the allegations herein concerning policies underwritten by BCS:

11 (a) the acts and omissions of each of AGA and BCS concurred and contributed to the various acts
12 and omissions of each other in proximately causing the injuries and damages as herein alleged;

13 (b) AGA and BCS each aided and abetted the acts and omissions of each other in proximately
14 causing the damages, and other injuries, as herein alleged; (c) AGA and BCS each ratified each
15 and every act or omission complained of herein; and (d) AGA and BCS were each a member of,
16 and engaged in, a joint venture, partnership and common enterprise, and acting within the course
17 and scope of, and in pursuance of, said joint venture, partnership and common enterprise.

18 14. Jefferson is jointly and/or vicariously liable for Allianz's wrongful conduct in
19 connection with the marketing and sale of Jefferson policies; and BCS is jointly and/or
20 vicariously liable for Allianz's wrongful conduct in connection with the marketing and sale of
21 BCS policies.

JURISDICTION AND VENUE

23 15. This Court has subject matter jurisdiction over this action pursuant to the Class
24 Action Fairness Act, 28 U.S.C. Section 1332(d)(2)(A) because: (i) there are 100 or more class
25 members, and (ii) there is an aggregate amount in controversy exceeding \$5,000,000, exclusive of
26 interest and costs.

27 16. This Court has supplemental jurisdiction over any state law claims pursuant to 28
28 U.S.C. Section 1337.

1 17. The injuries, damages and/or harm upon which this action is based, occurred or
2 arose out of activities engaged in by Defendants within, affecting, and emanating from, the State
3 of California. Defendants regularly conduct and/or solicit business in, engage in other persistent
4 courses of conduct in, and/or derive substantial revenue from services provided to persons in the
5 State of California. Defendants have engaged, and continue to engage, in substantial and
6 continuous business practices in the State of California. Defendants' wrongful acts and omissions
7 occurred in California.

8 18. Venue is proper in this District pursuant to 28 U.S.C. § 1333(b)(2) because a
9 substantial part of the events or omissions giving rise to the claims occurred in the state of
10 California, including within this District.

19. Plaintiffs accordingly allege that jurisdiction and venue are proper in this Court.

DETAILED SUBSTANTIVE ALLEGATIONS

13 20. Insurance is a highly regulated service in every state. California requires insurers
14 and their agents to obtain approval for insurance rates prior to offering those policies and rates to
15 consumers, and to clearly identify the approved insurance premium to consumers. *See* Cal. Ins.
16 Code § 1861.01(c) (“insurance rates subject to this chapter must be approved by the
17 commissioner prior to their use”), § 1861.05 (“No rate shall be approved or remain in effect
18 which is excessive, inadequate, unfairly discriminatory or otherwise in violation of this
19 chapter.”); *see also* Cal. Ins. Code § 381 (providing an insurance policy must specify a statement
20 of the premium). There are also strict requirements if an insurance producer wishes to charge a
21 fee for its services. Only brokers may charge a broker’s fee, and only after required disclosures
22 are made. *See* Cal. Code Regs. tit. 10, §§ 2189.3 and 2189.5 (which authorize only brokers, not
23 agents, to collect fees, and only pursuant to strict disclosure requirements). Accordingly,
24 producers must identify any fees they charge separately from the premium and in sufficient detail
25 for consumers to understand the fees and for there to be a determination that the fees are in
26 compliance with the insurance laws and regulations.

27 21. Reasonable consumers expect that insurers and their agents comply with all laws
28 and regulations, that insurance premiums will be clearly identified prior to purchase, and that any

1 separate, additional, producer, or non-insurance service or fee will also be clearly identified prior
2 to any agreement to pay for such fee. Reasonable consumers who are quoted a single price for
3 insurance reasonably assume that price is a lawful and approved premium and not a vehicle for
4 hidden fees added to the insurance premium.

5 22. AGA markets and sells the event ticket insurance and trip insurance policies at
6 issue. AGA is responsible for obtaining approval of the Jefferson and BCS policies and rates at
7 issue. AGA is responsible for charging and collecting the premiums and fees at issue. AGA
8 purports to provide a supposed “assistance service” for which it deceptively, unfairly, and
9 unlawfully charges consumers, and has been unjustly enriched by those unlawful, unfair, and
10 undisclosed fees.

11 **I. Defendants Charge Unsuspecting Consumers for Supposed “Non-Insurance**
12 **Assistance Services” in Conjunction with Event Ticket Insurance**

13 23. When purchasing tickets to events from online websites or mobile apps,
14 consumers are often presented with the option to insure their purchase. Defendants are the
15 dominant providers of event ticket insurance in California and the United States, and the main (if
16 not only) provider of such insurance on the Ticketmaster.com website.

17 24. As shown in the example below, when consumers purchase event tickets on
18 Ticketmaster.com and similar websites, Defendants present consumers with an offer of insurance
19 during the checkout process. When such an offer is presented to a consumer, Defendants’ offer is
20 the only available option for protecting the event ticket purchases.

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2 **ticketmaster** **Checkout** **Time Remaining 07:20**

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4 **Ticket Insurance**

5 Get reimbursed up to 100% with Event Ticket Insurance for an additional \$9.00 per ticket.

6 If you can't attend this event for a number of reasons like covered illness, airline delays, traffic
7 accidents, weather emergencies, if you are required to work, and more, you can be reimbursed for this
8 purchase. Why insure your tickets? Event ticket insurance protects your financial investment in the
9 event tickets including taxes and shipping costs (up to the amount of your plan limits) should you not
10 be able to attend the event for a covered reason. Protection also includes parking and other event
11 related items that have been added to your order. Recommended, offered and sold by Allianz Global
12 Assistance. Underwritten by Jefferson Insurance Company. Terms and exclusions (incl. for pre-existing
13 conditions) apply. [Plan details and disclosures](#). By clicking yes, you authorize Ticketmaster to send
14 your name, address, and credit card information to AGA Service Company, who will charge your card
15 on the terms described above. [ATTENTION - IMPORTANT COVERAGE LIMITATIONS: COVID-19](#)

16 **YES**, Protect my Ticket Purchase to Jacqueline Novak at Erickson
17 Theatre Off Broadway on 04-Nov-20 (**Highly Recommended**)

18 No, do not protect my Jacqueline Novak ticket purchase.

19 **9,196 people protected their tickets in the last 7 days**

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Total \$39.50

All Sales Final - No Refunds
By continuing past this page and clicking "Place Order", you agree to our [Terms of Use](#).

Place Order

STAGE

Jacqueline Novak: Get on Your Knees
Tue • Nov 3 • 8:00 PM

25. The offer is plainly described as “Ticket Insurance” and “Event Ticket Insurance” for an additional \$[amount] per ticket.” Accordingly, reasonable consumers understand the insurance premium to equal the quoted price (here, \$9). Unbeknownst to the consumer, the \$9 price quoted above consists of “\$7.53 for insurance and \$1.47 for assistance.” The “assistance” service is essentially a toll-free line to customer service representatives. The “Ticket Insurance” offer never mentions any agent’s fee or any charge (in addition to any calculated insurance premium) for a supposed non-insurance assistance service. Typically, a consumer will purchase the insurance without ever realizing that he or she paid AGA for access to a toll-free customer service line.

26. The “Ticket Insurance” offer includes a hyperlink for “Plan details and disclosures,” but it does not provide sufficient notice to consumers that they are being charged for supposed non-insurance services on top of the premium for the insurance product. First, there is no statement within the offer that the price includes a fee for non-insurance services. Second, the hyperlink is in fine print and follows the sentence “Terms and exclusions (incl. for pre-existing conditions) apply.” That suggests that the plan details accessible by hyperlink concern the

1 insurance terms, not that there is a separate fee for a supposed non-insurance service. Third, even
 2 if a consumer follows the hyperlink, the landing page includes a prominent list of three benefits in
 3 a table at the top of the page: (1) “Ticket Cancellation Coverage,” for “Up to event ticket cost”
 4 (subject to a maximum); (2) “Viewer Advantage,” characterized as “Included;” and (3) “Pre-
 5 existing Medical Condition Exclusion Waiver,” described as “Available.” This table again
 6 provides no notice to a reasonable consumer that he or she will be charged both an insurance
 7 premium *and a mandatory additional fee*, supposedly for assistance services.

8 27. After purchasing the event ticket insurance, the customer is sent a confirmation
 9 email containing the policy number and total cost of the insurance. The email confirmation
 10 includes a hyperlink to the “policy documents.” The vast majority of insureds never follow the
 11 link to the policy documents. The policy documents also include a cover letter, which, for the first
 12 time, identifies a separate charge for “assistance” services, which AGA and Jefferson call
 13 “Viewer Advantage Services” in their event ticket insurance policy documents. These
 14 “assistance” or “Viewer Advantage Services” entitle insureds to call a toll-free number to speak
 15 with customer service representatives to obtain various types of information, including directions,
 16 information concerning nearby restaurants, hotels, and parking garages, weather forecasts,
 17 destination information, information related to replacing passports, and information regarding
 18 doctors and medical facilities. To access such informational assistance services, insureds must
 19 supply their policy number and other information about the insured event (such as the venue and
 20 date).

21 28. There is no significant demand in the market for the assistance benefits
 22 purportedly offered by AGA, in the form in which they are offered. Reasonable consumers who
 23 insure their event ticket purchases are not interested in paying AGA so that they have the option
 24 to call AGA for information encompassed within AGA’s “Viewer Advantage Services.”
 25 Consumers who purchase event tickets online and through mobile applications can readily and
 26 promptly find the information encompassed within AGA’s “Viewer Advantage Services” for *free*,
 27 and on demand, using the internet and widely available applications (such as from Google, Apple,
 28 Yelp, and many other service providers). Reasonable consumers are not interested in paying

1 money to have the option to call AGA's toll-free hotline, after first searching for their insurance
2 policy number and other information regarding their event, then spending several (and likely
3 many) minutes on hold and/or speaking to multiple service representatives, having customer
4 service agents note their inquiries, conduct searches related to those inquiries, and then eventually
5 (hours or days later) email or call the insureds back with some of the requested information. That
6 is an inefficient, slow, and belabored process for obtaining information, especially as compared to
7 the widely available means of obtaining such information promptly and for free. Given that
8 reality, and given that Defendants make no mention of any separate charges for such services at
9 the time they present their insurance offers to consumers, consumers have no reason to suspect
10 they are being charged for AGA's non-insurance assistance service at the time they insure their
11 event ticket purchases. Consumers would not pay for such a service if given the choice whether to
12 do so.

13 29. AGA does post (on its website) pricing sheets for its supposed non-insurance
14 assistance service, but (a) those pricing sheets are difficult to find (requiring access through
15 multiple hyperlinks), (b) reasonable consumers do not actually find and visit those webpages
16 prior to purchasing the insurance on other websites, (c) the pricing sheets are sometimes
17 inconsistent with the fees Defendants actually charge consumers (as Defendants sometimes
18 charge consumers more for assistance services than the amounts stated in the pricing sheets), and
19 (d) the pricing factors set forth in those documents undermine AGA's characterization of the fees
20 as merely for non-insurance assistance services. Defendants represent on the pricing sheets that
21 fees for assistance services in connection with events depend on the cost of the event tickets and
22 the booking window (the time between the purchase and the event date). But those factors are
23 also used to calculate premiums, and those factors bear no reasonable relation to the cost of the
24 information service, which should not vary in price depending on the cost of the event or on the
25 consumer's booking window.

26 30. If AGA were genuinely attempting to market an informational assistance service,
27 it would likely offer it for free (using advertisements to cover costs) or it would charge a flat, low
28 fee and highlight some competitive edge over the alternative free sources of information available

1 to consumers. Instead, AGA *hides* its agency fee and the assistance service from consumers at the
 2 point of purchase, uses a formula that *increases* the fee according to the purchase and risk at
 3 issue, and does not actually invest in providing a convenient informational assistance service. To
 4 minimize attention to the additional fees it charges, AGA sends contradictory messages to two
 5 different audiences: (a) suggesting to consumers (during the solicitation) that there is just a single
 6 insurance premium (to keep them ignorant of the additional charge), while (b) suggesting to
 7 regulators that the fee for assistance services is distinct from the insurance premium (to present a
 8 lower premium figure and to try to avoid further scrutiny of the “non-insurance” fee).

9 31. Regardless of how Defendants’ “assistance” fees are ultimately characterized—
 10 whether as an artifice to collect an unlawful agent’s fee or as genuinely for non-insurance services
 11 (that no one wants)—the result is the same: Defendants collect more from consumers than they
 12 should. Defendants did not receive approval from the California Department of Insurance to
 13 charge these mandatory, hidden fees on top of the premium. If Defendants followed the laws and
 14 regulations, they would not be charging such fees. And if Defendants disclosed the fees to
 15 consumers prior to purchase, consumers would not pay for the fees. Defendants are continuing to
 16 charge and collect sums that they are not allowed to collect by law and which are more than
 17 consumers would pay if they understood Defendants’ practices.

18 32. In sum, Defendants’ practice of charging consumers for supposed “assistance” in
 19 connection with event ticket insurance is deceptive, unfair, and unlawful.

20 **II. Defendants Charge Unsuspecting Consumers for Supposed
 21 “Non-Insurance Assistance Services” in Conjunction with Trip Insurance**

22 33. When purchasing airfare and similar travel fares or accommodations from online
 23 websites or mobile apps, consumers are often presented with the option to insure their purchase.
 24 Defendants are the largest providers of trip/travel insurance in California and the United States.

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1 34. When Defendants present an insurance offer, it is the only available option. Recent
 2 examples of offers made by Defendants on the websites of Hawaiian Airlines, American Airlines,
 3 and Jet Blue Airways are below:

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5  **Protect Your \$388.20 Trip** 

6 **Yes**, add Trip Insurance for \$24.26 total. ✓ **Recommended**

7  1,299 people protected their trip in the last 7 days. One low price protects all passengers.

8 **Top reasons to purchase protection:**

9

- ✓ Rest assured knowing you can get back up to 100% for covered trip cancellation and trip interruption
- ✓ Improve your experience with benefits for eligible meals and accommodations due to a covered travel delay
- ✓ Enjoy peace of mind with protection for lost, damaged or delayed luggage throughout your entire trip
- ✓ Get help when you need it with our 24/7 assistance in the event of a travel or medical emergency

10 No, thank you. I understand by declining protection I may be responsible for non-refundable expenses.

11 ⓘ **IMPORTANT COVERAGE LIMITATIONS: COVID-19**
 Recommended, offered and sold by Allianz Global Assistance. Underwritten by Jefferson Insurance Company or BCS Insurance Company. Terms and exclusions (incl. for pre-existing conditions) apply. [Plan details and disclosures](#).

12 X

13 X

14 **Trip Insurance**

15 ⓘ **32,950 American Airlines customers protected their trip in the last 7 days** 

16 (*) Required

17 **Add Trip Insurance? •**

18 **Yes**, protect my trip for a total of **\$22.75**. ✓ **Recommended**
 Provides up to 100% reimbursement for covered trip cancellation. Also includes benefits for trip interruption, travel delay, baggage protection, and 24/7 assistance.

19 No, I choose not to protect my **\$143.10** purchase. I understand by declining coverage I may be responsible for cancellation fees and expenses.

20 Review Period: If you're not completely satisfied, you have 10 days (or more, depending on your state of residence) to request a refund, provided you haven't started your trip or initiated a claim. Plans are non-refundable after this period.

21 ⓘ **IMPORTANT COVERAGE LIMITATIONS: COVID-19**
 Recommended, offered and sold by a third party, Allianz Global Assistance, not American Airlines. Underwritten by Jefferson Insurance Company or BCS Insurance Company. Terms and exclusions (incl. for pre-existing conditions) apply. [Plan details and disclosures](#)

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1 jetBlue® ◀ Go to JetBlue.com Home Español Help TRUE BLUE SIGN IN JOIN

2 1. SEARCH 2. FLIGHTS 3. TRAVELERS 4. SEATS 5. EXTRAS 6. PAYMENT

3 Payment
4 Add Travel Protection
5
 Yes, I want to protect my non-refundable trip for only \$23.63. (Highly Recommended)
6 All these benefits for a fraction of the ticket cost:
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- Compensation: Get back up to 100% for covered trip cancellation or interruption

- Peace of mind: Benefits for lost, stolen or damaged personal belongings

- Delay insurance: Reimburses for eligible, unexpected meals, accommodations and bag delay expenses

- Help when you need it: 24/7 assistance in the event of a travel or medical emergency
8
 No, I choose not to protect my \$168.20 non-refundable trip and understand I am responsible for cancellation fees and delay expenses.

Review Period: If you're not completely satisfied, you have 10 days (or more, depending on your state of residence) to request a refund, provided you haven't started your membership. [Read our full Refund Policy](#).

IMPORTANT COVERAGE LIMITATIONS: COVID-19
Recommended, offered and sold by Allianz Global Assistance. Underwritten by Jefferson Insurance Company or BCS Insurance Company. Terms and exclusions (incl. for

pre-existing conditions) apply. Plan details and disclosures.

12 35. As indicated above, a single total price is identified for the “trip insurance” prior to
13 purchase. The consumer may “add Trip Insurance” or “protect” the trip for that specific price.

14 36. Defendants do not always include a reference to any assistance service or benefits,
15 but when they do include a reference, it is briefly mentioned as one of the benefits of the
16 “insurance” and is typically characterized as related to a “travel or medical emergency.” Within
17 these point-of-sale offers, Defendants do not identify assistance benefits as separate, non-
18 insurance services and Defendants do not indicate that the assistance services come with an
19 additional charge, separate from the premium.

37. The hyperlink to “plan details and disclosures” does not provide sufficient notice to consumers that they are being charged for supposed non-insurance services on top of the calculated premium for the insurance product. First, there is no statement within the offer that the price includes a fee for non-insurance services. Second, the hyperlink is in fine print and follows the sentence “Terms and exclusions (incl. for pre-existing conditions) apply.” That suggests that the plan details accessible by hyperlink concern the insurance terms, not that there is a separate fee for a supposed non-insurance service. Third, even if a consumer follows the hyperlink, the landing page has a table at the top of the page, which includes a prominent list of benefits (such as “Trip Cancellation Coverage,” “Trip Interruption Coverage,” “Travel Delay Coverage,” and

1 “Baggage Loss Coverage”), and the benefit entitled “24 Hour Assistance” is identified as
 2 “Included,” without any indication that there is a separate charge for that benefit. This table
 3 provides no notice to a reasonable consumer that he or she will be charged both an insurance
 4 premium *and a mandatory additional fee*, supposedly for assistance services

5 38. After purchasing the trip insurance, the customer is sent a confirmation email that
 6 contains the policy number and the total cost of the insurance. The email confirmation includes a
 7 hyperlink to the “policy documents.” The vast majority of insureds never follow the link to the
 8 policy documents. The policy documents also include a cover letter, which, for the first time,
 9 identifies a separate charge for “assistance.” Summaries of the types of information insureds may
 10 request through Defendants’ assistance service appear in the policy documents under the headings
 11 “Travel Services During Your Trip” and “Concierge Services,” the vast majority of which are
 12 inapplicable to or not valued by purchasers of the policies. These services entitle insureds to call a
 13 toll-free number to speak with customer service representatives to obtain various types of
 14 information, including where to refill prescriptions, where to find child care equipment, referrals
 15 to pet care services, destination information (including information concerning nearby
 16 restaurants, hotels, events, and activities), information regarding business services, information
 17 regarding gift deliveries, information related to replacing passports, information regarding doctors
 18 and medical facilities, legal referrals, and finding translation services. To access such
 19 informational assistance services, insureds must supply their policy number and other
 20 information.

21 39. There is no significant demand in the market for the assistance benefits
 22 purportedly offered by AGA, in the form in which they are offered and separate from actual claim
 23 events. This is especially true of domestic travel. Reasonable consumers who insure their trips do
 24 not retain AGA’s telephone numbers and their insurance policy numbers, and are not interested in
 25 paying AGA so that they have the option to call AGA for information encompassed within
 26 AGA’s travel assistance services. Consumers who purchase airfare online and through mobile
 27 applications can readily find the information encompassed within AGA’s assistance services for
 28 *free*, and on demand, using the internet and widely available applications (such as from Google,

1 Apple, Yelp, and many other service providers), or from more local or personalized sources than
 2 AGA can offer. Reasonable consumers are not interested in paying money to have the option to
 3 call AGA's toll-free hotline, after first searching for their insurance policy number and other
 4 information regarding their event, then spending several (and likely many) minutes on hold
 5 and/or speaking to multiple service representatives, having customer service agents note their
 6 inquiries, conduct searches related to those inquiries, and then eventually (hours or days later)
 7 email or call the insureds back with some of the requested information. That is an inefficient,
 8 slow, and belabored process for obtaining information, especially as compared to the widely
 9 available means of obtaining such information promptly and for free. Given that reality, and
 10 given that Defendants make no mention of any separate charges for such services at the time they
 11 present their insurance offers to consumers, consumers have no reason to suspect they are being
 12 charged for AGA's non-insurance assistance service at the time they insure their event ticket
 13 purchases. Consumers would not pay for such a service if given the choice whether to do so.

14 40. In any event, the vast majority of insureds are not aware of the availability of those
 15 services or that they have been charged for them.

16 41. AGA does post (on its website) pricing sheets for its supposed non-insurance
 17 assistance service, but (a) those pricing sheets are difficult to find (requiring access through
 18 multiple hyperlinks), (b) reasonable consumers do not actually find and visit those webpages
 19 prior to purchasing the insurance on other websites, (c) the pricing sheets are sometimes
 20 inconsistent with the fees Defendants actually charge consumers (for example, the AGA/BCS
 21 pricing sheet for the Domestic Trip Protector Plus represents that the standard assistance fee is
 22 1%, but Plaintiff Chuanroong was charged varying amounts significantly above that percentage:
 23 \$4.37 "for assistance" for her May 2019 purchase (airfare cost of \$223.59), \$2.25 "for assistance"
 24 for her January 2020 purchase (airfare cost of \$158.20), and \$4.98 "for assistance" for her March
 25 2020 purchase (airfare cost of \$136.80)), and (d) the pricing factors set forth in those documents
 26 belie AGA's characterization of the fees as merely for non-insurance assistance services.
 27 Defendants AGA and BCS state on pricing sheets that the price of assistance services is a
 28 percentage of the ticket cost, and AGA and Jefferson represent on other pricing sheets that fees

1 for assistance services for travel depend on the cost of the trip and the age of the insured. But
 2 those factors are also used to calculate premiums, and those factors bear no reasonable relation to
 3 the cost of the supposed assistance services, which should not vary dramatically in price
 4 depending on the trip cost and the age of the insured.

5 42. If AGA were genuinely attempting to market an informational assistance service,
 6 it would likely offer it for free (using advertisements to cover costs) or it would charge a flat,
 7 attractive fee and highlight some competitive edge over the alternative sources of information
 8 available to consumers. Instead, AGA *hides* its agency fee and the assistance service from
 9 consumers at the point of purchase, uses a formula that *increases* the fee according the purchase
 10 and risk at issue, and does not actually invest in providing a convenient informational assistance
 11 service. To minimize attention to the additional fees it charges, AGA sends contradictory
 12 messages to two different audiences: (a) suggesting to consumers (during the solicitation) that
 13 there is just a single insurance premium (to keep them ignorant of the additional charge), while
 14 (b) suggesting to regulators that the fee for assistance services is distinct from the insurance
 15 premium (to present a lower premium figure and to try to avoid further scrutiny of the “non-
 16 insurance” fee).

17 43. Regardless of how Defendants’ “assistance” fees are ultimately characterized—
 18 whether as an artifice to collect an unlawful agent’s fee or as genuinely for non-insurance services
 19 (that no one wants)—the result is the same: Defendants collect more from consumers than they
 20 should. Defendants did not receive approval from the California Department of Insurance to
 21 charge these mandatory, hidden fees on top of the premium. If Defendants followed the laws and
 22 regulations, they would not be charging such fees. And if Defendants disclosed the fees to
 23 consumers prior to purchase, consumers would not pay for the fees. Defendants are continuing to
 24 charge and collect sums that they are not allowed to collect by law and which are more than
 25 consumers would pay if they understood Defendants’ practices.

26 44. In sum, Defendants’ practice of charging consumers for supposed “assistance” in
 27 connection with trip insurance is deceptive, unfair, and unlawful.

28

1 **III. Plaintiff Elgindy's Experience**

2 45. On or about January 24, 2020, Plaintiff Elgindy visited the website
 3 Ticketmaster.com to purchase two tickets to a live event (a Rammstein concert at the Los Angeles
 4 Memorial Coliseum). The tickets were \$74.50 each, with a \$5 facility charge for each, a \$15.90
 5 service fee for each, and \$5.75 order processing fee, for a total charge of about \$196.85.

6 46. During the checkout process for that purchase, Elgindy was presented with an
 7 offer from AGA and Jefferson to purchase insurance for the event tickets. The offer was
 8 presented in a manner substantially similar to the example set forth in paragraph 24 herein. There
 9 was a box/section on the checkout page presenting him with an option to insure his event ticket
 10 purchase. AGA designed, controlled, and possesses the exact offer text presented to Plaintiff
 11 Elgindy.

12 47. AGA and Jefferson's offer was the only insurance option presented to Plaintiff
 13 Elgindy. There was no choice of plans or insurers during the checkout process, and very limited
 14 information was provided regarding the insurance. A single price of \$18.50 was stated as the
 15 price of the "ticket insurance." There was no indication that any other fees other than an insurance
 16 premium was included in that price. There was no mention of "non-insurance assistance services"
 17 in the offer. (Unbeknownst to Plaintiff Elgindy at the time he accepted the offer of insurance, the
 18 total amount he was charged for the insurance comprised \$16.38 in event insurance premium and
 19 \$2.12 in mandatory assistance services fees, which may be characterized as an unlawful agent's
 20 fee.)

21 48. Neither the insurance offer nor any other portion of the checkout pages disclosed
 22 (a) a specific breakdown of the components of the price for the insurance; (b) that the price
 23 included an unlawful agent's fee; (c) the existence and amount of the fee for supposed non-
 24 insurance assistance benefits; and/or (d) any material facts about the nature of such "assistance"
 25 services, or that the supposed "assistance" service is largely a sham (as purchasers of event ticket
 26 insurance are generally not aware of it, do not value it, and Defendants were and are not prepared
 27 to actually provide the service in a way that would provide actual value to consumers).

28

1 49. Plaintiff Elgindy was not aware of the existence of any fee in addition to the
 2 insurance premium and was not aware of any of the foregoing facts at the time he purchased the
 3 ticket insurance. As a result of those material omissions, Plaintiff Elgindy agreed to pay AGA and
 4 Jefferson to insure his event tickets and believed that the amount he paid AGA and Jefferson was
 5 for the ticket insurance only and that the amount charged was determined by a regulated, lawful
 6 process. Plaintiff Elgindy was seeking only lawful and proper insurance; he was not seeking
 7 informational “assistance” services and did not place any value on the information services
 8 purportedly included in AGA’s “Viewer Advantage Services.” He was not aware of and did not
 9 agree to pay for any additional or unlawful agent’s fee or any additional “assistance” service that
 10 Defendants purport to offer to their insureds.

11 50. On or about January 24, 2020, AGA sent Plaintiff Elgindy a confirmation email
 12 regarding his purchase of event ticket insurance. The email identified the policy number and the
 13 total amount paid (\$18.50); it did not identify either the insurance premium or the cost of any
 14 purported assistance benefits in the body of the email. The email confirmation includes a
 15 hyperlink to the “policy documents.” The policy documents reached by way of that link include a
 16 confirmation letter, a “Declaration of Coverage,” the Jefferson insurance policy/certificate form
 17 (including a description of the “Viewer Advantage Services” and an endorsement entitled
 18 “Required to Work”), and the privacy policy of AGA and Jefferson. The cover letter disclosed,
 19 for the first time, that Plaintiff Elgindy was being charged “\$16.38 for insurance and \$2.12 for
 20 assistance.” However, Plaintiff Elgindy did not see the hyperlink to the policy documents, had no
 21 reason to believe that those documents would reveal a hidden charge for “assistance” services,
 22 and did not review those documents during the 10-day cancellation period for the policy.

23 51. Plaintiff Elgindy would have declined the fee for Defendants’ supposed
 24 “assistance” service, and the entire offer, if Defendants had fully and fairly disclosed: (a) that
 25 AGA charged an unlawful agent’s fee in addition to the premium; or (b) the existence and amount
 26 of the fee/charge for supposed “assistance” services and basic information about the supposed
 27 “assistance service” (such as that it was a toll-free number for presenting inquiries to customers
 28 service representatives regarding the topics included in the Viewer Advantage Services), which

1 would have allowed him to understand that the supposed “assistance” service is worthless, does
 2 not provide actual material benefits to him or other consumers, and is a pretext for increasing
 3 Defendants’ profits. Plaintiff Elgindy would have paid less than he did if AGA and Jefferson had
 4 complied with California law and charged him only an approved premium, rather than unfairly,
 5 unlawfully, and deceptively including an undisclosed, additional fee in the cost of the insurance.
 6 Plaintiff Elgindy would not have purchased insurance from AGA and Jefferson if he had doubts
 7 about their integrity and reliability, and he would have had such doubts if AGA and Jefferson had
 8 fully and fairly disclosed the material information referenced in the first sentence of this
 9 paragraph.

10 **IV. Plaintiff Chuanroong’s Experience**

11 **A. January 2018 Purchase**

12 52. On or about January 18, 2018, Plaintiff Chuanroong visited the website of
 13 Hawaiian Airlines (www.hawaiianairlines.com) to purchase a roundtrip flight from San
 14 Francisco, California, to Honolulu, Hawaii, in June 2018. The cost of that fare was \$735.01

15 53. After selecting her flight, she reached a checkout screen, where she was presented
 16 with an offer to purchase insurance for the trip. The offer was presented in a manner substantially
 17 similar to the example set forth in paragraph 34 herein. AGA designed, controlled, and possesses
 18 the exact offer text presented to Plaintiff Chuanroong.

19 54. AGA and Jefferson’s offer was the only insurance option presented to Plaintiff
 20 Chuanroong. There was no choice of plans or insurers during the checkout process, and very
 21 limited information was provided regarding the insurance. A single price of \$42.26 was stated as
 22 the price of the “insurance.” There was no indication that any other fees other than an insurance
 23 premium were included in that price. In particular, the insurance offer never mentioned any fee
 24 for “non-insurance assistance services.” Such services were either not mentioned at all or else
 25 assistance benefits were only briefly mentioned without any indication that they were a non-
 26 insurance service subject to a separate charge.

27 55. On or about January 18, 2018, AGA sent Plaintiff Chuanroong a confirmation
 28 email regarding her purchase of trip insurance. The email did not identify either the insurance

1 premium or the cost of any purported assistance benefits in the body of the email. The email
 2 included an attachment, consisting of a confirmation letter, the Jefferson insurance
 3 policy/certificate form, and the privacy policy of AGA and Jefferson. The policy documents
 4 identified the total cost of the insurance plan as \$42.26, without identifying a specific amount for
 5 assistance services. Based on Defendants' practices described herein, the statement in the policy
 6 that it "includes both insurance coverage and assistance services," the repeated references in the
 7 cover letter to "important" assistance benefits, it is reasonable to infer that Defendants charged
 8 Plaintiff Chuanroong an unauthorized, unlawful, unfair, and undisclosed amount for assistance
 9 services that can be determined through discovery, and that she did not agree to, did not want, and
 10 would have declined.

11 **B. June 2018 Purchase**

12 56. On or about June 15, 2018, Plaintiff Chuanroong visited the website of United
 13 Airlines (www.united.com) to purchase a one-way flight from Newark, New Jersey, to San
 14 Francisco, California, in September 2018. The cost of that fare was \$146.20.

15 57. After selecting her flight, she reached a checkout screen, where she was presented
 16 with an offer to purchase insurance for the trip. The offer was presented in a manner substantially
 17 similar to the example set forth in paragraph 34 herein. AGA designed, controlled, and possesses
 18 the exact offer text presented to Plaintiff Chuanroong.

19 58. AGA and Jefferson's offer was the only insurance option presented to Plaintiff
 20 Chuanroong. There was no choice of plans or insurers during the checkout process, and very
 21 limited information was provided regarding the insurance. A single price of \$21 was stated as the
 22 price of the "insurance." There was no indication that any other fees other than an insurance
 23 premium was included in that price. In particular, there was no mention in the offer of any fee for
 24 "non-insurance assistance services" in the offer. Such services were either not mentioned at all or
 25 else assistance benefits were only briefly mentioned without any indication that they were a non-
 26 insurance service subject to a separate charge.

27 59. On or about June 15, 2018, AGA sent Plaintiff Chuanroong a confirmation email
 28 regarding her purchase of trip insurance. The email did not identify either the insurance premium

1 or the cost of any purported assistance benefits in the body of the email. The email included an
 2 attachment, consisting of a confirmation letter, the Jefferson insurance policy/certificate form,
 3 and the privacy policy of AGA and Jefferson. The policy documents identified the total cost of
 4 the insurance plan as \$21, without identifying a specific amount for assistance services. Based on
 5 Defendants' practices described herein, the statement in the policy that it "includes both insurance
 6 coverage and assistance services," the repeated references in the cover letter to "important"
 7 assistance benefits, it is reasonable to infer that Defendants charged Plaintiff Chuanroong an
 8 unauthorized, unlawful, unfair, and undisclosed amount for assistance services that can be
 9 determined through discovery, and that she did not agree to, did not want, and would have
 10 declined.

11 **C. May 2019 Purchase**

12 60. On or about May 18, 2019, Plaintiff Chuanroong visited the website of JetBlue
 13 Airways (www.jetblue.com) to purchase a roundtrip flight from San Francisco to Long Beach,
 14 California in June 2019. The cost of that fare was \$223.59.

15 61. After selecting her flight, she reached a checkout screen, where she was presented
 16 with an offer to purchase insurance for the trip. The offer was presented in a manner substantially
 17 similar to the example set forth in paragraph 34 herein. AGA designed, controlled, and possesses
 18 the exact offer text presented to Plaintiff Chuanroong.

19 62. AGA and BCS's offer was the only insurance option presented to Plaintiff
 20 Chuanroong. There was no choice of plans or insurers during the checkout process, and very
 21 limited information was provided regarding the insurance. A single price of \$22.75 was stated as
 22 the price of the "insurance." There was no indication that any other fees other than an insurance
 23 premium was included in that price. In particular, the insurance offer never mentioned any fee for
 24 "non-insurance assistance services." Such services were either not mentioned at all or else
 25 assistance benefits were only briefly mentioned without any indication that they were a non-
 26 insurance service subject to a separate charge.

27 63. On or about May 18, 2019, AGA sent Plaintiff Chuanroong a confirmation email
 28 regarding her purchase of trip insurance. The email identified the policy number and the total

1 amount paid (\$22.75); it did not identify either the insurance premium or the cost of any
 2 purported assistance benefits in the body of the email. The email confirmation includes a
 3 hyperlink to the “policy documents.” The policy documents reached by way of that link include a
 4 confirmation letter, a “Declaration of Coverage,” the BCS insurance policy/certificate form
 5 (including a description of the purported travel assistance services and concierge services), and
 6 the privacy policies of BCS and of AGA and Jefferson. The cover letter disclosed, for the first
 7 time, that Plaintiff Chuanroong was being charged “\$18.38 for insurance and \$4.37 for
 8 assistance.” However, Plaintiff Chuanroong did not see the hyperlink to the policy documents,
 9 had no reason to believe that those documents would reveal a hidden charge for “assistance”
 10 services, and did not review those documents during the 10-day cancellation period for the policy.

11 **D. January 2020 Purchase**

12 64. On or about January 15, 2020, Plaintiff Chuanroong visited the website of
 13 American Airlines (www.aa.com) to purchase a flight from San Francisco, California, to Dallas,
 14 Texas, in January 2020. The cost of that fare was \$158.20.

15 65. After selecting her flight, she reached a checkout screen, where she was presented
 16 with an offer to purchase insurance for the trip. The offer was presented in a manner substantially
 17 similar to the example set forth in paragraph 34 herein. AGA designed, controlled, and possesses
 18 the exact offer text presented to Plaintiff Chuanroong.

19 66. AGA and BCS’s offer was the only insurance option presented to Plaintiff
 20 Chuanroong. There was no choice of plans or insurers during the checkout process, and very
 21 limited information was provided regarding the insurance. A single price of \$17.25 was stated as
 22 the price of the “insurance.” There was no indication that any other fees other than an insurance
 23 premium was included in that price. In particular, the insurance offer never mentioned any fee for
 24 “non-insurance assistance services.” Such services were either not mentioned at all or else
 25 assistance benefits were only briefly mentioned without any indication that they were a non-
 26 insurance service subject to a separate charge.

27 67. On or about January 15, 2020, AGA sent Plaintiff Chuanroong a confirmation
 28 email regarding her purchase of trip insurance. The email identified the policy number and the

1 total amount paid (\$17.25); it did not identify either the insurance premium or the cost of any
 2 purported assistance benefits in the body of the email. The email confirmation includes a
 3 hyperlink to the “policy documents.” The policy documents reached by way of that link include a
 4 confirmation letter, a “Declaration of Coverage,” the BCS insurance policy/certificate form
 5 (including a description of the purported travel assistance services and concierge services), and
 6 the privacy policies of BCS and of AGA and Jefferson. The cover letter disclosed, for the first
 7 time, that Plaintiff Chuanroong was being charged “\$15.00 for insurance and \$2.25 for
 8 assistance.” However, Plaintiff Chuanroong did not see the hyperlink to the policy documents,
 9 had no reason to believe that those documents would reveal a hidden charge for “assistance”
 10 services, and did not review those documents during the 10-day cancellation period for the policy.

11 **E. March 2020 Purchase**

12 68. On or about March 13, 2020, Plaintiff Chuanroong visited the website of United
 13 Airlines (www.united.com) to purchase a roundtrip flight from San Francisco to Los Angeles,
 14 California, in November 2020. The cost of that fare was \$136.80.

15 69. After selecting her flight, she reached a checkout screen, where she was presented
 16 with an offer to purchase insurance for the trip. The offer was presented in a manner substantially
 17 similar to the example set forth in paragraph 34 herein. AGA designed, controlled, and possesses
 18 the exact offer text presented to Plaintiff Chuanroong.

19 70. AGA and BCS’s offer was the only insurance option presented to Plaintiff
 20 Chuanroong. There was no choice of plans or insurers during the checkout process, and very
 21 limited information was provided regarding the insurance. A single price of \$31.11 was stated as
 22 the price of the “insurance.” There was no indication that any other fees other than an insurance
 23 premium was included in that price. In particular, the insurance offer never mentioned any fee for
 24 “non-insurance assistance services.” Such services were either not mentioned at all or else
 25 assistance benefits were only briefly mentioned without any indication that they were a non-
 26 insurance service subject to a separate charge.

27 71. On or about March 13, 2020, AGA sent Plaintiff Chuanroong a confirmation email
 28 regarding her purchase of trip insurance. The email identified the policy number and the total

1 amount paid (\$31.11); it did not identify either the insurance premium or the cost of any
 2 purported assistance benefits in the body of the email. The email confirmation includes a
 3 hyperlink to the “policy documents.” The policy documents reached by way of that link include a
 4 confirmation letter, a “Declaration of Coverage,” the BCS insurance policy/certificate form
 5 (including a description of the purported travel assistance services and concierge services), and
 6 the privacy policies of BCS and of AGA and Jefferson. The cover letter disclosed, for the first
 7 time, that Plaintiff Chuanroong was being charged “\$26.13 for insurance and \$4.98 for
 8 assistance.” However, Plaintiff Chuanroong did not see the hyperlink to the policy documents,
 9 had no reason to believe that those documents would reveal a hidden charge for “assistance”
 10 services, and did not review those documents during the 10-day cancellation period for the policy.

11 **F. All Purchases**

12 72. In each of the foregoing transactions, neither the insurance offer nor any other
 13 portion of the checkout pages disclosed (a) a specific breakdown of the components of the price
 14 for the insurance; (b) that the price included an unlawful agent’s fee; (c) the existence and amount
 15 of the fee for supposed non-insurance assistance benefits; and/or (d) any material facts about the
 16 nature of such “assistance” services, or that the supposed “assistance” service is largely a sham
 17 (as consumers are generally not aware of it, do not value it, and Defendants were and are not
 18 prepared to actually provide the service in a way that would provide actual value to consumers).

19 73. In each case, Plaintiff Chuanroong was not aware of the existence of any fee in
 20 addition to the insurance premium and was not aware of any of the foregoing facts at the time she
 21 purchased the trip insurance. As a result of those material omissions, Plaintiff Chuanroong agreed
 22 to pay AGA and Jefferson, or AGA and BCS, to insure her trips and believed that the amounts
 23 she paid Defendants were for the trip insurance only and that the amounts charged were
 24 determined by a regulated, lawful process. In each instance, Plaintiff Chuanroong was seeking
 25 only lawful and proper insurance; she was not seeking informational “assistance” services and
 26 would have placed no, or hardly any, value on the information services purportedly included with
 27 the travel insurance she purchased. She was not aware of and did not agree to pay for any

28

1 additional or unlawful agent's fee or any additional "assistance" service that Defendants purport
 2 to offer to their insureds.

3 74. With respect to each transaction, Plaintiff Chuanroong would have declined the fee
 4 for Defendants' supposed "assistance" service, and the entire offer, if Defendants had fully and
 5 fairly disclosed: (a) that AGA charged an unlawful agent's fee in addition to the premium; or
 6 (b) the existence and amount of the fee/charge for supposed "assistance" services and basic
 7 information about the supposed "assistance service" (such as that it was a toll-free number for
 8 presenting inquiries to customers service representatives regarding the topics included in the
 9 alleged services), which would have allowed her to understand that the supposed "assistance"
 10 service was practically worthless to her, would not provide actual material benefits to her or most
 11 other consumers, and is a pretext for increasing Defendants' profits. On each of these occasions,
 12 Plaintiff Chuanroong would have paid less than she did if AGA and Jefferson had complied with
 13 California law and charged her only an approved premium, rather than unfairly, unlawfully, and
 14 deceptively including an undisclosed, additional fee in the cost of the "insurance." Plaintiff
 15 Chuanroong would not have purchased insurance from Defendants if she had doubts about their
 16 integrity and reliability, and she would have had such doubts if Defendants had fully and fairly
 17 disclosed the material information referenced in the first sentence of this paragraph.

18 **V. Because Defendants Intend to Continue Their Deceptive and Unfair Conduct, a**
 19 **Public Injunction Is Needed to Protect the Public from Future Harm.**

20 75. To protect the general public from the threat of future injury, Plaintiff seeks a
 21 public injunction, under *McGill v. Citibank*, N.A., 2 Cal. 5th 945 (2017), prohibiting Defendants
 22 from continuing the deceptive, unfair, and unlawful practices alleged herein.

23 76. To stop Defendants' deceptive, unfair, and unlawful conduct, Defendants should
 24 be required to plainly and truthfully disclose all premiums, fees, and charges to consumers prior
 25 to the sale of insurance; and Defendants' should be prohibited from charging supposedly separate
 26 fees for "assistance" services as a mandatory fee in connection with the sale of insurance policies
 27 and from charging fees and/or premiums that have not been approved for sale in California.

28

1 77. Plaintiff Elgindy will purchase event tickets and airfare in the future and will be
2 presented with the option to insure those purchases through Defendants. Plaintiff Elgindy desires
3 to insure his event ticket purchases but, absent the injunctive relief sought, will not be able to
4 determine whether he will be charged a hidden fee or an unlawful mandatory agent's fee in
5 addition to the insurance premium. Plaintiff Elgindy has a right to know the insurance premiums
6 and the additional fees for any putative insurance transaction and Defendants are infringing those
7 rights. Plaintiff Elgindy is unable, and will continue to be unable, to rely on Defendants'
8 representations regarding the price of their insurance products, unless the injunctive relief
9 requested in this Complaint is awarded. That present and continuing uncertainty is an ongoing
10 harm to him as a consumer and infringes the rights protected by the UCL, FAL, and insurance
11 laws and regulations. Even if he were able to determine that Defendants will impose an unlawful
12 agent's fee in addition to charging a premium, absent an injunction prohibiting Defendants from
13 doing so, he will be forced to either forgo the insurance he desires (and the only insurance
14 available) or else pay an unlawful fee.

15 78. Plaintiff Chuanroong will purchase airfare in the future and will be presented with
16 the option to insure those purchases through Defendants. Plaintiff Chuanroong desires to insure
17 her travel purchases but, absent the injunctive relief sought, will not be able to determine whether
18 she will be charged a hidden fee or an unlawful mandatory agent's fee in addition to the insurance
19 premium. Plaintiff Chuanroong has a right to know the insurance premiums and the additional
20 fees for any putative insurance transaction and Defendants are infringing those rights. Plaintiff
21 Chuanroong is unable, and will continue to be unable, to rely on Defendants' representations
22 regarding the price of their insurance products, unless the injunctive relief requested in this
23 Complaint is awarded. That present and continuing uncertainty is an ongoing harm to her as a
24 consumer and infringes the rights protected by the UCL, FAL, and insurance laws and
25 regulations. Even if she were able to determine that Defendants will impose an unlawful agent's
26 fee in addition to charging a premium, absent an injunction prohibiting Defendants from doing so,
27 she will be forced to either forgo the insurance she desires (and the only insurance available) or
28 else pay an unlawful fee.

79. Accordingly, there is a risk that Plaintiff and those similarly situated will be harmed again in the same manner, or be deprived of the opportunity to purchase lawfully and fairly priced insurance, which would be available on ticketing sites but for Defendants' unlawful, deceptive, and unfair practices.

CLASS ALLEGATIONS

80. Plaintiff brings this class action lawsuit on behalf of the following proposed classes (“Classes”) of similarly situated persons, pursuant to Rule 23 of the Federal Rules of Civil Procedure, defined as follows:

9 The Event Ticket Insurance Class: All natural persons who purchased event ticket
10 insurance policies from Defendants while residing in California at any point from
11 September 4, 2016, until the present, but excluding those persons who used AGA's
assistance services.

12 The Trip Insurance Class: All natural persons who purchased trip or travel or flight
13 insurance policies from Defendants while residing in California at any point from
14 September 4, 2016, until the present, but excluding those persons who used AGA's
assistance services.

15 81. The following persons and entities are excluded from the Classes: Defendants and
16 their officers, directors, employees, subsidiaries, and affiliates; and all judges assigned to this case
17 and any members of their immediate families.

18 82. Plaintiffs reserve the right to propose additional or alternative classes or
19 subclasses, or to narrow the above class definition. This reservation includes but is not limited to
20 classes or subclasses involving consumers in multiple states or involving particular issues.

21 83. This action has been brought and may properly be maintained as a class action
22 against Defendants because there is a well-defined community of interest in the litigation and the
23 proposed class is easily ascertainable.

24 84. Numerosity: Plaintiffs do not know the exact size of the Classes, but they estimate
25 each is composed of more than 500 persons. At a minimum, there are tens of thousands of Class
26 Members in each Class but very likely many more. The persons in each Class are so numerous
27 that the joinder of all such persons is impracticable and the disposition of their claims in a class
28 action rather than in individual actions will benefit the parties and the courts.

1 85. Common Questions Predominate: This action involves common questions of law
 2 and fact to the potential Classes because each class member's claim derives from the same
 3 deceptive, unlawful and/or unfair statements, omissions, and practices. The common questions of
 4 law and fact predominate over individual questions, as proof of a common or single set of facts
 5 will establish the right of each member of the Classes to recover. The questions of law and fact
 6 common to the Classes include, but are not limited to, the following:

- 7 a. whether Defendants have engaged, and continue to engage, in unfair or fraudulent
 8 practices by misrepresenting in insurance offers that the prices charged were solely
 9 for the insurance premium, and by failing to disclose that the amounts charged to
 10 Plaintiffs and class members included mandatory assistance fees;
- 11 b. whether the fees Defendants' charged for their supposed assistance services
 12 constitute unlawful agent's fees;
- 13 c. whether Defendants have engaged, and continue to engage, in unfair practices by
 14 circumventing regulatory scrutiny and charging unlawful and excessive agent fees
 15 and/or premium charges, and thus charging consumers more than they are legally
 16 allowed to charge;
- 17 d. whether the premium rates and the assistance fee rates at issue were approved for
 18 use in California;
- 19 e. whether Defendants knew or should have known that reasonable consumers did
 20 not value the assistance services offered by AGA;
- 21 f. whether Defendants knew or should have known that reasonable consumers
 22 interpreted Defendants' insurance offers as a single premium and were unaware of
 23 any additional fee for AGA;
- 24 g. whether Defendants' conduct is unlawful, unfair, or fraudulent in violation of the
 25 Unfair Competition Law, California Business and Professions Code §17200, *et
 26 seq.*;
- 27 h. whether Defendants' conduct constitutes untrue or misleading statements within
 28 the meaning of California Business and Professions Code § 17500, *et seq.*;

- i. whether Defendants engaged in the alleged conduct knowingly, recklessly, or negligently;
- j. the amount of profits and revenues earned by Defendants and/or the amount of monies or other obligations lost by class members as a result of the misconduct;
- k. whether class members are entitled to restitution, injunctive and other equitable relief and, if so, what is the nature (and amount) of such relief; and
- l. whether class members are entitled to payment of actual, incidental, consequential, exemplary and/or statutory damages plus interest thereon, and if so, what is the nature of such relief.

10 86. Typicality: Plaintiffs' claims are typical of the claims of other members of the
11 Classes because, among other things, all such claims arise out of the same wrongful course of
12 conduct in which the Defendants engaged in violation of law as described herein. Further, the
13 damages of each member of the Classes were caused directly by Defendants' wrongful conduct in
14 violation of the law as alleged herein. Plaintiffs and members of the Classes have suffered injury
15 in fact as a result of Defendants' misleading, deceptive, unfair, and unlawful conduct. Plaintiffs
16 and members of the Classes would not have paid the assistance fees but for Defendants'
17 misconduct.

18 87. Adequacy of Representation: Plaintiffs will fairly and adequately protect the
19 interests of all class members because it is in their best interests to prosecute the claims alleged
20 herein to obtain full compensation due to them for the unfair and illegal conduct of which they
21 complain. Plaintiffs also have no interests that are in conflict with, or antagonistic to, the interests
22 of class members. Plaintiffs have retained highly competent and experienced class action
23 attorneys to represent their interests and that of the Classes. By prevailing on their own claims,
24 Plaintiffs will establish Defendants' liability to all class members. Plaintiffs and their counsel
25 have the necessary financial resources to adequately and vigorously litigate this class action, and
26 Plaintiffs and counsel are aware of their fiduciary responsibilities to the class members and are
27 determined to diligently discharge those duties by vigorously seeking the maximum possible
28 recovery for class members.

1 88. Superiority: There is no plain, speedy, or adequate remedy other than by
2 maintenance of this class action. The prosecution of individual remedies by members of the
3 Classes will tend to establish inconsistent standards of conduct for Defendants and result in the
4 impairment of class members' rights and the disposition of their interests through actions to
5 which they were not parties. Class action treatment will permit a large number of similarly
6 situated persons to prosecute their common claims in a single forum simultaneously, efficiently,
7 and without the unnecessary duplication of effort and expense that numerous individual actions
8 would engender. Furthermore, as the damages suffered by each individual member of the class
9 may be relatively small, the expenses and burden of individual litigation would make it difficult
10 or impossible for individual members of the class to redress the wrongs done to them, while an
11 important public interest will be served by addressing the matter as a class action.

12 89. Plaintiffs are unaware of any difficulties that are likely to be encountered in the
13 management of this action that would preclude its maintenance as a class action.

CAUSES OF ACTION

PLAINTIFFS' FIRST CAUSE OF ACTION

16 (Unlawful, unfair, and fraudulent trade practices violation of Business and Professions
Code § 17200, *et seq.* (“UCL”))

17 90. Plaintiffs reallege and incorporate by reference the paragraphs of this Class Action
18 Complaint as if set forth herein.

19 91. Within four (4) years preceding the filing of this lawsuit, and at all times
20 mentioned herein, Defendants have engaged, and continue to engage, in unlawful, unfair, and
21 fraudulent trade practices in California by engaging in the unlawful, unfair, and fraudulent
22 business practices outlined in this complaint.

23 92. Defendants have engaged, and continue to engage, in unlawful practices by,
24 without limitation, violating the following state laws: (i) section 17500, *et seq.* of the California
25 Business and Professions Code (the “FAL”), as described herein; and/or (ii) the California
26 Insurance Code and regulations, including without limitation Cal. Ins. Code § 332 (requiring
27 disclosure of all facts material to the insurance contract), Cal. Ins. Code § 790.02 (prohibiting
28 unfair and deceptive practices in the business of insurance), Cal. Ins. Code §§ 1861.01(c) and

1 1861.05 and applicable case law (insurance rates must be approved by the commissioner prior to
 2 their use); and Cal. Code Regs. tit. 10, §§ 2189.3 and 2189.5, and applicable case law (prohibiting
 3 appointed agents from charging fees). To the extent Defendants charge consumers for a non-
 4 insurance service without properly disclosing that practice, Defendants violate the FAL and Cal.
 5 Ins. Code § 332 because they fail to disclose material facts regarding the price of the insurance
 6 and mislead consumers as a result. To the extent the supposed “assistance” fees are actually
 7 mandatory agent fees (or additional premium) and are determined by factors similar to those
 8 typically used to determine agent fees and premiums, then Defendants violate Cal. Ins. Code
 9 §§ 1861.01(c) and 1861.05 (because they did not get the required prior approval for those fees)
 10 and/or Cal. Code Regs. tit. 10, §§ 2189.3 and 2189.5 (which authorize only brokers, not agents, to
 11 collect fees, and only pursuant to strict disclosure requirements).

12 93. Defendants have engaged, and continue to engage, in unfair and fraudulent
 13 practices by, without limitation: (a) misrepresenting in the relevant insurance offers that the prices
 14 charged were solely for the insurance premium, when they also included a hidden fee for a non-
 15 insurance service (if Defendants’ characterization of the fees is proper), and failing to disclose
 16 that the amounts charged to Plaintiffs and class members included mandatory assistance fees, or
 17 (b) circumventing regulatory scrutiny and charging unlawful and excessive agent fees and/or
 18 premium charges (to the extent Defendants’ characterization of the fees as for non-insurance
 19 assistance services is improper), and thus charging consumers more than they are legally allowed
 20 to charge.

21 94. Plaintiffs and those similarly situated relied to their detriment on Defendants’
 22 unlawful, unfair, and fraudulent business practices. Had Plaintiffs and those similarly situated
 23 been adequately informed and not deceived by Defendants, they would not have paid the
 24 assistance or agent fees charged by Defendants.

25 95. Defendants’ acts and omissions are likely to deceive the general public.

26 96. Defendants engaged in these unfair, deceptive, and unlawful practices to increase
 27 their profits. Accordingly, Defendants have engaged in unlawful trade practices, as defined and
 28 prohibited by section 17200, *et seq.* of the California Business and Professions Code.

1 97. The aforementioned practices, which Defendants have used to their significant
2 financial gain, also constitute unlawful competition and provide an unlawful advantage over
3 Defendants' competitors as well as injury to the general public.

4 98. As a direct and proximate result of such actions, Plaintiffs and the other class
5 members, have suffered and continue to suffer injury in fact and have lost money and/or property
6 as a result of such deceptive and/or unlawful trade practices and unfair competition in an amount
7 which will be proven at trial, but which is in excess of the jurisdictional minimum of this Court.
8 Among other things, Plaintiffs and the class members lost the amount they paid for the supposed
9 assistance services.

10 99. As a direct and proximate result of such actions, Defendants have enjoyed, and
11 continue to enjoy, significant financial gain in an amount which will be proven at trial, but which
12 is in excess of the jurisdictional minimum of this Court.

13 100. In the alternative to the damages Plaintiffs seek in their third cause of action, and
14 in the event they are unable to recover on that claim, Plaintiffs seek, on behalf of themselves and
15 those similarly situated, full restitution of monies paid for AGA's supposed assistance services, or
16 as unfair and unlawful agent's fees, to restore any and all monies acquired by Defendants from
17 Plaintiffs, the general public, or those similarly situated by means of the deceptive, unfair, and/or
18 unlawful trade practices complained of herein, plus interest thereon. In the event Plaintiffs are
19 unable to recover on their third cause of action, they will have no other adequate remedy at law,
20 and thus are entitled to restitution.

21 101. Plaintiffs seek, on behalf of those similarly situated, a declaration that the above-
22 described trade practices are fraudulent, unfair, and/or unlawful.

23 102. Plaintiffs seek, on behalf of those similarly situated, an injunction to prohibit
24 Defendants from continuing to engage in the deceptive, unfair, and/or unlawful trade practices
25 complained of herein. Such misconduct by Defendants, unless and until enjoined and restrained
26 by order of this Court, will continue to cause injury in fact to the general public and the loss of
27 money and property in that Defendants will continue to violate the laws of California, unless
28 specifically ordered to comply with the same. This expectation of future violations will require

1 current and future consumers to repeatedly and continuously seek legal redress in order to recover
 2 monies paid to Defendants to which they were not entitled. Plaintiffs, those similarly situated,
 3 and the general public, have no other adequate remedy at law to ensure future compliance with
 4 the laws alleged to have been violated herein.

5 **PLAINTIFFS' SECOND CAUSE OF ACTION**

6 **(False Advertising, Business and Professions Code § 17500, *et seq.* ("FAL"))**

7 103. Plaintiffs reallege and incorporate by reference the paragraphs of this Class Action
 Complaint as if set forth herein.

8 104. Beginning at an exact date unknown to Plaintiffs, but continually within three (3)
 9 years preceding the filing of the Class Action Complaint, Defendants made untrue, false,
 10 deceptive and/or misleading statements in connection with the advertising, marketing, and sale of
 11 event ticket insurance and trip insurance on third party websites.

12 105. Defendants made representations and statements (by omission and commission)
 13 that led reasonable customers to believe that they were agreeing to pay approved and lawful
 14 premiums for event ticket insurance policies and for trip/travel insurance policies, without hidden,
 15 unapproved fees being included within the supposed "premium" for the policies.

16 106. Defendants knew or should have known that consumers did not demand or value
 17 the supposed "assistance" services they offered, that consumers would not pay for it, and that
 18 consumers did not know Defendants were charging them for it. Nevertheless, Defendants
 19 continued to advertise their insurance policies as part of a scheme with the intent not to sell the
 20 insurance as advertised and to mislead consumers regarding the nature and extent of the services
 21 they were obtaining from Defendants, and regarding the prices of those insurance and non-
 22 insurance services. Defendants knew or should have known that they misled consumers
 23 regarding: the nature of the price paid for the insurance, the existence of an additional fee for
 24 Defendants, and the existence of Defendants' assistance services.

25 107. Defendants created a situation where they could charge for a service while hiding
 26 its existence to consumers they had charged, thus making it even more unlikely that insureds
 27 would use the service for which they had been charged (and thus making Defendants'
 28 performance of the supposed assistance services illusory).

1 108. Plaintiffs and the Class Members relied to their detriment on Defendants' false,
2 misleading and deceptive advertising and marketing practices, including each of the
3 misrepresentations and omissions set forth above. Had Plaintiffs and those similarly situated been
4 adequately informed and not misled by Defendants, they would have acted differently by, without
5 limitation, declining the fee for assistance services and, if necessary, declining the entire
6 insurance transaction.

7 109. Defendants' acts and omissions are likely to deceive the general public.

8 110. Defendants engaged in these false, misleading and deceptive advertising and
9 marketing practices to increase their profits. Accordingly, Defendants have engaged in false
10 advertising, as defined and prohibited by section 17500, *et seq.* of the California Business and
11 Professions Code.

12 111. The aforementioned practices, which Defendants used, and continue to use, to its
13 significant financial gain, also constitutes unlawful competition and provides an unlawful
14 advantage over Defendants' competitors as well as injury to the general public.

15 112. As a direct and proximate result of such actions, Plaintiffs and the Class Members
16 have suffered, and continue to suffer, injury in fact and have lost money and/or property as a
17 result of such false, deceptive and misleading advertising in an amount which will be proven at
18 trial, but which is in excess of the jurisdictional minimum of this Court. In particular, Plaintiffs
19 and Class Members lost money or property as a result of Defendants' violations because they
20 would not have paid for Defendants' supposed assistance fees absent Defendants' misleading,
21 unfair, and unlawful conduct.

22 113. In the alternative to the damages Plaintiffs seek in their third cause of action, and
23 in the event they are unable to recover on that claim, Plaintiffs seek, on behalf of themselves and
24 those similarly situated, full restitution of monies, as necessary and according to proof, to restore
25 any and all monies acquired by Defendants from Plaintiffs, the general public, or those similarly
26 situated by means of the false, misleading and deceptive advertising and marketing practices
27 complained of herein, plus interest thereon. In the event Plaintiffs are unable to recover on their
28

1 third cause of action, they will have no other adequate remedy at law, and thus are entitled to
2 restitution

3 114. Plaintiffs seek, on behalf of themselves and the Class Members, a declaration that
4 the above-described practices constitute false, misleading and deceptive advertising.

5 115. Plaintiffs seek, on behalf of themselves and the Class Members, an injunction to
6 prohibit Defendants from continuing to engage in the false, misleading and deceptive advertising
7 and marketing practices complained of herein. Such misconduct by Defendants, unless and until
8 enjoined and restrained by order of this Court, will continue to cause injury in fact to the general
9 public and the loss of money and property in that Defendants will continue to violate the laws of
10 California, unless specifically ordered to comply with the same. This expectation of future
11 violations will require current and future consumers to repeatedly and continuously seek legal
12 redress in order to recover monies paid to Defendants to which it is not entitled. Plaintiffs, those
13 similarly situated and/or other consumers nationwide have no other adequate remedy at law to
14 ensure future compliance with the California Business and Professions Code alleged to have been
15 violated herein.

PLAINTIFFS' THIRD CAUSE OF ACTION
(Common Law Fraud, Deceit and/or Misrepresentation)

17 116. Plaintiffs reallege and incorporate by reference the paragraphs of this Class Action
18 Complaint as if set forth herein.

19 117. Defendants made representations and statements (by omission and commission)
20 that led reasonable customers to believe that they were agreeing to pay approved and lawful
21 premiums for event ticket insurance policies and for trip/travel insurance policies, without hidden,
22 unapproved fees being included within the supposed “premium” for the policies. Defendants
23 represented that their offers were for “Ticket Insurance,” “Trip Insurance,” “Event Ticket
24 Insurance for an additional \$[amount] per ticket,” “add Trip Insurance,” and the like.
25 Accordingly, reasonable consumers understood the quoted price to fully equal the insurance
26 premium.

27 118. Defendants had duties under the Insurance Code and regulations, as well as the
28 common law, to disclose material facts regarding their insurance offers. *See, e.g.*, Cal. Ins. Code

1 §§ 332, 790.02, 1861.01, and Cal. Code Regs. tit. 10, §§ 2189.3 and 2189.5. Defendants knew
 2 that the additional cost of and the nature of the assistance service was material to consumers and
 3 that consumers, including Plaintiffs, would have declined to pay for the assistance service if
 4 Defendants had disclosed that they were charging consumers for the assistance service and the
 5 nature of that service.

6 119. Defendants knew or should have known that consumers did not demand or value
 7 the supposed “assistance” services they offered, that consumers would not pay for it if they had a
 8 choice, and that consumers did not know Defendants were charging them for it. Nevertheless,
 9 Defendants continued to advertise their insurance policies as part of a scheme with the intent not
 10 to sell the insurance as advertised and to mislead consumers regarding the nature and extent of the
 11 services they were obtaining from Defendants, and regarding the prices of those insurance and
 12 non-insurance services. Defendants knew or should have known that they misled consumers
 13 regarding: the nature of the price paid for the insurance, the existence of an additional fee for
 14 Defendants, and the existence of Defendants’ assistance services.

15 120. These misrepresentations and omissions were known exclusively to, and actively
 16 concealed by, Defendants, not reasonably known to Plaintiffs, and material at the time they were
 17 made. Defendants’ knew that their misrepresentations and omissions concerned material facts that
 18 were essential to the analysis undertaken by Plaintiffs as to whether to purchase insurance at the
 19 stated price, and intended for Plaintiffs and similarly situated consumers to rely on those
 20 misrepresentations and omissions in accepting Defendants’ offers of insurance. In misleading
 21 Plaintiffs and not so informing Plaintiffs, Defendants breached their duties to them. Defendants
 22 also gained financially from, and as a result of, their misrepresentations and omissions.

23 121. Plaintiffs and the Class Members relied to their detriment on Defendants’
 24 misrepresentations and fraudulent omissions. Had Plaintiffs and those similarly situated been
 25 adequately informed and not intentionally deceived by Defendants, they would have acted
 26 differently by, without limitation, declining the fee for assistance services and, if necessary,
 27 declining the entire insurance transaction.

28

1 122. By and through such fraud, deceit, misrepresentations and/or omissions,
2 Defendants intended to induce Plaintiffs and those similarly situated to alter their position to their
3 detriment. Specifically, Defendants fraudulently and deceptively induced Plaintiffs and those
4 similarly situated to, without limitation, purchase the insurance together with the supposed
5 assistance services.

6 123. Plaintiffs and those similarly situated justifiably and reasonably relied on
7 Defendants' misrepresentations and omissions, and, accordingly, were damaged by Defendants.

8 124. As a direct and proximate result of Defendants' misrepresentations and/or
9 omissions, Plaintiffs and those similarly situated have suffered damages, including, without
10 limitation, the amounts they paid for the assistance services.

11 125. Defendants' conduct as described herein was wilful and malicious and was
12 designed to maximize Defendants' profits even though Defendants knew that it would cause loss
13 and harm to Plaintiffs and those similarly situated.

PRAYER FOR RELIEF

15 WHEREFORE, Plaintiffs, on behalf of themselves, those similarly situated, and the
16 general public, respectfully requests that the Court enter judgment against Defendants as follows:

17 A. Certification of the proposed Class, including appointment of Plaintiffs' counsel as
18 class counsel;

19 B. An order temporarily and permanently enjoining Defendants from continuing the
20 unlawful, deceptive, fraudulent, and unfair business practices alleged in this
21 Complaint;

22 C. An award of restitution in favor of Plaintiffs and class members, and requiring
23 Defendants to disgorge revenues and profits wrongfully obtained, in an amount to be
24 determined at trial (sought as an alternative to an award of damages on Plaintiffs' third
25 cause of action);

26 D. On Plaintiffs' third cause of action (for common law fraud, deceit and/or
27 misrepresentation), an award of compensatory damages, the amount of which is to be

determined at trial, and an award of punitive damages, also in an amount to be determined at trial;

- E. An order requiring Defendants to pay both pre- and post-judgment interest on any amounts awarded;
- F. For reasonable attorney's fees and the costs of suit incurred; and
- G. For such further relief as this Court may deem just and proper.

JURY TRIAL DEMANDED

Plaintiffs hereby demand a trial by jury.

Dated: September 4, 2020

GUTRIDE SAFIER LLP

/s Seth A. Safier/s/
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